

SCHEDULE A

Date: May 14, 2009

State of Idaho
DEPARTMENT OF LANDS
REQUEST FOR QUOTATIONS
THIS IS NOT AN ORDER

Req. Number 09-221-210075

PRICE QUOTES CLOSE: June 12, 2009
3:00 PM MST

IMPORTANT INSTRUCTIONS:

The right is reserved to accept or reject quotations on each item separately or as a whole. Special brands, when named, are only to indicate the standard of quality desired. Bidders may bid on their equal. Offerings on other brands, if their equal, will be considered, but brands or descriptions of the equals must be plainly stated. Bidders will use this form in submitting prices.

Prices must be given in the "unit of quantity" we ask for. For example: If we ask for an item by the "piece," quote by the "piece"; if we ask for it by the "foot," quote by the "foot," etc.

IDAHO DEPARTMENT OF LANDS

To These specifications were written by: 300 N 6th St. Ste 103 Boise Idaho 83702

Phone: (208) 334-0256

Destination As per project description(s) and map(s)

QUOTE ALL PRICES F.O.B. POINT OF DESTINATION

QUAN.	UNIT	ARTICLES	UNIT PRICE	AMOUNT
		<p>Land Survey Contract No. 09-221-210075 per attached contract terms, project descriptions, and map(s).</p> <p><u>Please sign and return this page with your price quote(s).</u></p> <p>Submit price quote(s) on attached bid form(s) (Schedule A).</p> <p>FAXED price quotes will not be accepted.</p> <p>I carry workers' compensation insurance and will furnish a certificate of coverage_____.</p> <p>I do not carry workers' compensation insurance_____.</p> <p>In what <u>State</u> is the Surveyor domiciled _____. In determining "<u>domicile</u>" the following "rule of thumb" will be used; Corporation -In what state is the Corporation chartered or incorporated. Sole Proprietor or Partnership - In what state is the permanent headquarters or business located. Failure to furnish information on state of domicile may result in rejection of price quoted.</p> <p>NOTICE: See attached sheet for explanation of Idaho Department of Lands Standard Survey Contract Award Information.</p>		

Discounts will be accepted but cannot be used to determine the lowest price quote.

We have stated hereon the prices at which we will furnish and at Destination named above, the articles or services as specified. Delivery will be made within _____ days from receipt of order.

Delivery requested As per project description(s)

Firm _____

Street _____

City _____ State _____

Zip Code _____ Email _____

Phone _____ FAX _____

Signed by: _____

Mail your Quotes to:

Idaho Department of Lands
300 N 6th St. Ste 103
Boise, Idaho 83702

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SCHEDULE A
ITEMIZED PRICE QUOTE
LAND SURVEY CONTRACT
CONTRACT NO.: 09-221-210075
South Dodge Survey
21-075-400-09

Any additional work required under this contract, but not scheduled, will be performed at the rates shown below. A contract modification will be required prior to the start of additional work.

<u>ITEM</u>	<u>QUANTITY</u>		<u>ITEM PRICE QUOTE</u>		<u>EXTENDED TOTAL AMOUNT</u>
1. CONTROL SURVEY					
a. Primary Control			Lump Sum		\$_____
b. Secondary Control			Lump Sum		\$_____
2. SEARCH FOR EVIDENCE OR ACCESSORIES	3 Each	X	\$_____	=	\$_____
3. RESTORATION OF GLO CORNERS	3 Each	X	\$_____	=	\$_____
4. ESTABLISH AND MONUMENT SUBDIVISION CORNERS	3 Each	X	\$_____	=	\$_____
5. MARK AND POST PROPERTY BOUNDARY (per mile)	2.5 Miles	X	\$_____	=	\$_____
6. PLATS **			Lump Sum	=	\$_____
PROJECT TOTAL AMOUNT:					\$_____

** Includes two (2) diazo Oor paper copies and two (2) photographic mylar duplicate copies.
The above prices include filing and recordation costs.

In the case of math errors, ITEM PRICE QUOTE(S) will be correctly extended to determine the corrected extended PROJECT TOTAL AMOUNT. Those ITEM(S) with QUANTITIES listed must have the per each item price listed in the ITEM PRICE QUOTE column, and the extended price in the EXTENDED TOTAL AMOUNT column.

SURVEYOR NAME:

Email (if available)

SURVEYOR COMPANY NAME:

Phone Number

SURVEYOR SIGNATURE

Tax ID#

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**LAND SURVEY
CONTRACT NO. 09-221-210075**

Quote Return Mailing Information

Please return quote proposals to the Directors office in Boise at the following address. Include the following information on the front of the envelope to insure timely processing of your quote.

Proposals must be received at the Directors office in Boise by 3:00 pm local time on the closing date.

Your Return address

SEALED PROPOSAL FOR
CONTRACT NO. 09-221-210075
CLOSING DATE
June 12, 2009

STATE OF IDAHO
DEPARTMENT OF LANDS
300 N 6th St. Ste 103
BOISE, ID 83702

For Federal Express or Postal Express mail to:

Idaho Department of Lands,
300 N. 6th Street - Ste 103
Boise, Idaho 83702
Phone: 208-334-0200

Please note on the envelope:

SEALED PROPOSAL FOR CONTRACT NO. 09-221-210075

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IDAHO DEPARTMENT OF LANDS

STANDARD SURVEY CONTRACT AWARD INFORMATION

ADDENDA

It will be the surveyor's responsibility to check for any addenda prior to submitting a price quotation. In the event it becomes necessary to revise any part of the solicitation documents, addenda will be made available. Information given to a surveyor will be available to all other surveyors if such information is necessary for purposes of submitting a price quote or proposal or if failure to give such information would be prejudicial to uninformed surveyors.

BURDEN OF PROOF

ANY VARIATIONS of brand names or deviations from the specifications MUST BE CLEARLY STATED. It shall be the responsibility and burden of the submitting vendor to furnish the State WITH ITS ORIGINAL SUBMISSION sufficient data to determine if the goods or services offered conform to the specifications.

ORAL INFORMATION

The State will not be responsible for any verbal or oral information given regarding this solicitation.

PUBLIC RECORDS

The Idaho Public Records Law, Idaho Code Sections 9-337 through 9-348, allows the open inspection and copying of public records. Public records include any writing containing information relating to the conduct or administration of the public's business prepared, owned, used, or retained by a state or local agency regardless of the physical form or character. ALL, OR MOST (there are exceptions), OF THE INFORMATION CONTAINED IN YOUR RESPONSE TO THE STATE'S SOLICITATION WILL BE A PUBLIC RECORD SUBJECT TO DISCLOSURE UNDER THE PUBLIC RECORDS LAW.

AWARD INFORMATION

Surveyors with the lowest acceptable price quote(s) must show to the satisfaction of the Idaho Department of Lands that they have sufficient work crews to complete the survey projects which they are to be awarded by the time specified in the project description. This will be determined, in part, by the status of their existing survey contracts with the Idaho Department of Lands. **It is the policy of the Idaho Department of Lands not to award new survey contracts to those professional, licensed surveyors who have existing, uncompleted survey contract(s) that have been modified and extended beyond the original contract completion date. Once the existing survey(s) has been successfully completed, the surveyor will then once again be eligible to submit itemized price quote(s) for consideration for potential new cadastral survey contracts with the Idaho Department of Lands.**

If a surveyor submits the lowest price quote(s) on more projects than they are able to complete by the contract expiration date, as determined by the Idaho Department of Lands, the Idaho Department of Lands will award the surveyor as many survey projects as the Idaho Department of Lands determines that the surveyor will be able to complete. The remaining survey projects will be offered to the surveyor with the next lowest price quote(s). The individual survey projects to be awarded will be determined based on the best interest of the Idaho Department of Lands.

SURVEYOR'S RESPONSIBILITIES

Interested surveyors should rely on their own examination of each survey project for purposes of submitting price quote(s). The State of Idaho, Department of Lands does not warrant the correctness of any surface conditions or any other pre-price quote(s) documents prepared by the State. The Idaho Department of

Lands encourages interested surveyors to contact the appropriate Supervisory Area office for information concerning survey project requirements. It is further understood that if any differences between the project description, forest resource data, and the contract, the contract shall be final and binding.

REJECTION OF PRICE QUOTES AND CANCELLATION OF PRICE QUOTE SOLICITATION

Prior to the issuance of a contract, the State shall have the right to accept or reject all or any part of a price quote or any and all price quotes when: (i) it is in the best interests of the State of Idaho; (ii) the price quote does not meet the minimum specifications; (iii) the price quote is not the lowest responsible price quote; (iv) a finding is made by the Idaho Department of Lands based upon available evidence that a surveyor is not responsible or is otherwise incapable of meeting specifications or providing an assurance of ability to fulfill contract requirements; or (v) the offer deviates from the specifications, as determined by the State. Prior to the issuance of a contract, the State shall have the right to reject all price quotes or to cancel a solicitation or request for quotations. Cancellation may be for reasons that include but are not limited to: (i) inadequate or ambiguous specifications; (ii) specifications have been revised; (iii) survey is no longer required; (iv) there is a change in requirements; (v) all price quotes are deemed unreasonable or sufficient funds are not available; (vi) price quote(s) were not independently arrived at or were submitted in bad faith; (vii) it is determined that all requirements of the price quote process were not met; (viii) insufficient competition; or (ix) it is in the best interests of the state of Idaho.

CONTRACT AWARD PROCEDURES

The State will notify the successful surveyor(s) within five (5) working days following the price quote closure date. Surveyors to whom a contract has been awarded will have fourteen (14) calendar days from the mailing date of the award notice to return to the State a signed copy of the contract along with the required certificate of worker's compensation insurance and any other documents required by the solicitation specifications. If the State does not receive such documents within the specified time period, the State may declare, at its sole discretion, that all surveyor's rights to the contract are forfeited, and the State may proceed without further delay or notice to award the contract to the surveyor with the next lowest price quote.

INSTRUCTIONS TO SURVEY CONTRACTORS

1. **Workers' Compensation Insurance:**

- a. All persons working for the State under any contract of hire, expressed or implied must be covered by workers' compensation (Reference Title 72, Idaho Code).
- b. No contractor may sign an affidavit or waiver of any kind declaring himself exempt from coverage.
- c. Any contractor who hires employees to accomplish the contracted work must provide a certificate of workers' compensation insurance.
- d. The Idaho Department of Lands may pay workers' compensation insurance premiums if the contractor has no employees and, except for the provisions in this contract, is not otherwise required to carry workers' compensation insurance. The contractor must indicate he does not carry workers' compensation by checking the appropriate statement on the bid form. The cost of the premium will be tallied in the price quote evaluation so that a contractor paying workers' compensation premiums is not penalized.

EXAMPLE: Surveyor #1 price quote total = \$8,000.00
 Surveyor does not provide workers' compensation
 Surveyor #2 price quote total = \$8,050.00
 Surveyor provides workers' compensation

The following procedure will be used to tally the price quote without workers' compensation:

EXAMPLE: Price quote times workers' compensation rate times current Idaho Department of Lands percentage reduction rate added to the price quote.

<u>Price Quote</u>		<u>workers class rate</u>		<u>reduction rate</u>		<u>premium amt.</u>
\$8,000.00	X	rate \$00.84 per 100	X	.8571	=	\$ 57.60
		(Surveyor)		Plus Price Quote	+	<u>\$8,000.00</u>
						TOTAL BID PRICE: \$8,057.60

Surveyor #2 would be the successful contractor and furnish a certificate to the Idaho Department of Lands.

2. **Partnerships:**

Surveyors submitting price quotes as partners must furnish the Idaho Department of Lands the name of the partnership, names of the partners (not to exceed 2) and the partnership's federal taxpayer I.D. number. All payments will be made to the partnership.

3. **Internal Revenue Services Reporting Requirement:**

IRS rules and regulations require employers to submit a miscellaneous income form (IRS Form 1099) for all contractual persons who receive \$600.00 or more in a calendar year. Incorporated firms are exempt from this reporting requirement. The contractor's taxpayer identification number (Social Security or employer number) must be listed on the signature page of the survey contract.

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STATE OF IDAHO
DEPARTMENT OF LANDS



LAND SURVEY CONTRACT
CONTRACT NO. 09-221-210075
SOUTH DODGE SURVEY

**STATE OF IDAHO
DEPARTMENT OF LANDS**

**LAND SURVEY CONTRACT
CONTRACT NO. 09-205-210075**

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STATE OF IDAHO
DEPARTMENT OF LANDS

LAND SURVEY CONTRACT
Contract No. 09-221-210075

DIVISION A - GENERAL

1. DEFINITIONS AND TERMS

- a. Attachments: All attachments and project description(s) are part of this contract, and any special terms therein are binding on the Contractor.
- b. State or Department of Lands (IDL): Acceptable and legal references to the Idaho Department of Lands for the purposes of this contract.
- c. Contract Supervisor: The designated State representative who will provide on-the-ground administration of this contract.
- d. Contractor's Representative: The Contractor's representative, authorized in writing, to be present on the project area and to act on behalf of the Contractor.
- e. Purchasing/Contracts Agent: The Idaho Department of Lands contracting officer.
- f. Control Survey: The measurements necessary to develop a horizontal coordinate network that relates the true relationships of all controlling monuments and points. The control survey must encompass the prorated positions of all lost and obliterated corners whose positions will define the locations of the lines and subdivision corners for the property to be surveyed. The surveying techniques may include closed traverses, triangulation, resection, or approved global positioning methods.
- g. Primary Control: That portion of the control survey which locates and rehabilitates all existing monumented corners, and restores and/or remonuments all lost or obliterated corners needed for control to identify the location of GLO corners, subdivision corners, and property lines for the property to be surveyed.
- h. Secondary Control: That portion of the control survey which deals with the subdivision of property, the establishment of corner locations, and the identification of property line location(s) to facilitate the marking and posting of such property line(s).
- i. Accessory to a Corner: Any exclusively identifiable physical object whose spatial relationship to the corner is recorded. Accessories may be bearing trees, bearing objects, monuments, reference monuments, line trees, pits, mounds, charcoal-filled bottles, steel or wooden stakes, or other objects.
- j. Corner: A property corner, or a property controlling corner, or a public land survey corner (GLO), or any combination of these.
- k. Corner Maintenance: The rehabilitation of a corner short of replacing the monument. The work includes verifying that the monument is in position and firmly set, the perpetuation of existing bearing trees and/or bearing objects, including replacement of bearing tree tags, painting of bearing trees, and the replacement of lost bearing trees and/or bearing objects to contract specifications of those established corners visited during the course of the contract (refer to Exhibit "A"). A corner perpetuation and filing (CP&F) form must be filed if new bearing trees or bearing objects are established.

- l. Corner Remonumentation: The placement of a monument at the true original position of the corner, beyond reasonable doubt, from evidence remaining of the original monument or accessories such as bearing trees and/or bearing objects, or from acceptable evidence or testimony that bears upon the original position. The details of the remonumentation relative to the original survey notes, testimony, or collateral evidence must be spelled out in the corner perpetuation and filing record.
 - m. Corner Restoration: The placement of a monument by proportionate measurement after every means has been exercised that might aid in identifying the corner's true original position. The corner position cannot be located, beyond a reasonable doubt, from traces of the original marks or from acceptable evidence or testimony that would bear upon the location of the original corner. The details of the re-establishment and remonumentation are to be explained on the corner perpetuation and filing (CP&F) record.
 - n. Diameter Breast Height (DBH): A point on the tree stem 4.5 feet above the average ground level.
 - o. Manual: Acceptable reference to the Manual of Surveying Instructions for the Survey of Public Lands, published by the United States Department of Interior, Bureau of Land Management, 1973.
 - p. Mark and Post: The property boundary line segments to be marked on the ground for the purpose of perpetuating such line(s). The procedure includes a combination of clearing brush, small trees, and debris along the line; blazing and painting line trees; setting metal posts and metal rebar with plastic survey caps on line; securing section location tags at road crossings and securing property boundary line signs/decals on set metal posts and/or trees with reference to the established true line (refer to Exhibit "B").
 - q. Monument: A physical structure that occupies the exact position of a corner.
 - r. Property Corner: A geographic point on the surface of the earth, and is on, a part of, and controls a property line.
 - s. Reference Corner: A special monument that does not occupy the same geographic position as the corner itself, but whose spatial relationship to the corner is recorded, and which serves to witness the corner.
 - t. Subdivision Corners: Property corners that were not established by the original Government Land Office (GLO). They include the center 1/4 corner, 1/16 corners, lot corners, and any subdivisions thereof. Such corners shall be established in accordance with rules outlined in "Restoration of Lost or Obliterated Corners and Subdivisions of Sections." 1974. United States Department of Interior, Bureau of Land Management. A corner perpetuation and filing (CP&F) record is required.
2. CONTRACT RELATIONSHIP
- It is distinctly and particularly understood and agreed between the parties that this contract does not create an employer/employee relationship. Furthermore, the State of Idaho is in no way associated or otherwise connected with the performance of any service under this contract on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of this contract, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this contract, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, indemnify and hold the State of Idaho harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under this contract.

Land Survey Contract
Contract No. 09-211-210075

3. CONTRACTOR RESPONSIBILITY

The Contractor shall be required to assume responsibility for production and delivery of all material and services included in this contract, whether or not the Contractor is the manufacturer or producer of such material or services. Further, the Contractor will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of goods or services.

4. SUBCONTRACTING

Unless otherwise allowed by the State in this contract, the Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of this contract or any part thereof. Approval by the State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of responsibility for the professional and technical accuracy and adequacy of the work. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the contract by Contractor's subcontractor or its sub-subcontractor.

5. ANTIDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Acceptance of this contract binds the Contractor to the terms and conditions of Section 601, Title VI, Civil Rights Act of 1964 in that "No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance." In addition, "No other wise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance" (Section 504 of the Rehabilitation Act of 1973). Furthermore, for contracts involving federal funds, the applicable provisions and requirements of Executive Order 11246 as amended, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, Section 701 of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967 (ADEA), 29 USC Sections 621, et seq., the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, U.S. Department of Interior regulations at 43 CFR Part 17, and the Americans with Disabilities Action of 1990, are also incorporated into this contract. The Contractor must include this provision in every subcontract relating to purchases by the State to insure that subcontractors and vendors are bound by this provision.

6. WORKMAN'S COMPENSATION INSURANCE

The Contractor will maintain and pay for any applicable workman's compensation insurance and will provide a certificate of same. If the Contractor does not have employees and is not otherwise required to carry workman's compensation insurance under the laws of the State of Idaho, the Idaho Department of Lands will furnish workman's compensation insurance for work done under this contract unless otherwise specified in the contract. The cost to the Idaho Department of Lands for furnishing such workman's compensation insurance will be added to the Contractor's bid price for purposes of bid evaluation only. In no event will said amount be paid to the Contractor.

7. TAXES

If the Contractor is required to pay any taxes incurred as a result of doing business with the State of Idaho, it shall be solely and absolutely responsible for the payment of those taxes.

8. LICENSES, PERMITS & FEES

The Contractor shall, without additional expense to the State, obtain all required licenses and permits and pay all fees necessary for executing provisions of this contract unless specifically stated otherwise herein.

9. STATE OF IDAHO MINIMUM WAGE LAW

It will be the responsibility of the Contractor to fully comply with Section 44-1502, Idaho Code, regarding minimum wage.

10. **AFFIDAVIT OF COMPLIANCE**

The Contractor, upon completion of the project work, must furnish the Idaho Department of Lands with a notarized affidavit stating that:

- a. At least the minimum Idaho wage was paid.
- b. There was compliance with all labor laws.
- c. All debts incurred as a result of this contract were paid.
- d. Any further claims against the State of Idaho under this contract are relinquished, pending payment for services rendered.

11. **SAVE HARMLESS**

Contractor shall indemnify and hold harmless the State of Idaho from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Contractor, its employees, agents, or subcontractors under this contract that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act.

12. **OFFICIALS, AGENTS AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE**

In no event shall any official, officer, employee or agent of the State of Idaho be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this contract. This section shall not apply to any remedies in law or at equity against any person or entity that exist by reason of fraud, misrepresentation or outside the terms of this contract.

13. **RISK OF LOSS**

Risk of loss and responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under this Contract. If installation is requested by the State or specified in the State's bidding documents, pricing shall include all charges associated with a complete installation at the location specified.

14. **ASSIGNMENTS**

The Contractor shall not assign a right or delegate a duty under this contract without the prior written consent of the State.

15. **PROHIBITED CONTRACTS**

No member of the legislature or officer or employee of any branch of the state government shall directly himself, or by any other person execute, hold or enjoy, in whole or in part, any contract or agreement made or entered into by or on behalf of the state of Idaho, if made by, through or on behalf of the department in which he is an officer or employee or if made by, through or on behalf of any other department unless the same are made after competitive bids. (Idaho Code Section 67-5726(1)).

16. **GOVERNMENT REGULATIONS**

- a. The Contractor shall abide by and comply with all laws and regulations of the United States, the State of Idaho including the Forest Practices Act (Title 38, Chapters 1 and 13, Idaho Code), counties or other governmental jurisdictions wherein the work is executed insofar as they affect this contract. The Contractor will make all payments, contributions, remittances, and all reports and statements required under said laws.
- b. Contractor guarantees that all items meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act, Consumer Product Safety Council, Environmental Protection Agency, or other regulatory agencies.

Land Survey Contract
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17. SAFETY INFORMATION

- a. The Contractor assumes full responsibility for the safety of his employees, equipment and supplies.
- b. All chemicals, equipment and materials proposed and/or used in the performance of this Contract must conform to the standards required by the William-Steiger Occupational Safety and Health Act of 1970. Contractor must furnish all Material Safety Data Sheets (MSDS) for any regulated chemicals, equipment or hazardous materials at the time of delivery.

18. USE OF THE STATE OF IDAHO NAME

Contractor agrees that it will not, prior to, in the course of, or after performance under this contract, use the State's name in any advertising or promotional media as a customer or client of Contractor without the prior written consent of the State.

19. CONTRACT TERMINATION

- a. The State may terminate this contract, in whole or part, by written notice delivered to either the Contractor or his representative in any one of the following circumstances. Termination by the State for cause may result in forfeiture of Contractor's holdback, if applicable:
 - (1) Failure of the Contractor to perform any of the provisions of this contract.
 - (2) Failure of the Contractor to correct unsatisfactory performance or work immediately after it has been brought to his attention.
 - (3) Failure of the Contractor to make satisfactory progress in order to be able complete the work within the contract period.
 - (4) The State may terminate this contract at any time for the convenience of the State upon ten (10) calendar days' written notice specifying the date of termination.
- b. Upon termination, the Contractor shall:
 - (1) Promptly discontinue performing under the contract, unless the termination notice directs otherwise.
 - (2) Promptly return to the State control of the properties and any personal property provided by the State pursuant to the contract.
 - (3) Deliver or otherwise make available to the State all data, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing duties under the contract, whether completed or in process.
- c. Upon termination, the obligations and liabilities of the parties shall cease, except that the obligations or liabilities incurred prior to the termination date shall be honored. This paragraph shall not be interpreted to place any requirement on the State to accept or make payment to the Contractor for any unsatisfactory work.
- d. If the State terminates the contract, the State may take over the work and may award another party a contract to complete the work as stated by this contract.
- e. In the event of termination, the State shall pay all sums still due Contractor through the effective date of termination in full within thirty (30) days of a written demand and receipt of all items necessary from Contractor to allow the State to make payment.

20. APPROPRIATION BY LEGISLATURE REQUIRED

It is understood and agreed that the State is a government entity and this contract shall in no way or manner be construed so as to bind or obligate the state of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves the right to terminate this contract in whole or in part (or any order placed under it) if, in its judgment, the Legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Contractor. It is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations and, in some instances, direct federal funding.

21. FORCE MAJEURE

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. If reasonably possible, the Contractor shall make every reasonable effort to complete performance as soon as possible.

22. GOVERNING LAW

This contract shall be construed in accordance with, and governed by the laws of the State of Idaho.

23. ENTIRE AGREEMENT

This contract, with the State's Invitation to submit a price quote, including any addenda (such deemed incorporated by reference) and the vendor's response, to the extent it is not in conflict with the specifications or the States terms and conditions (such document deemed incorporated by reference), constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous, proposals, or quotations, both oral and written, discussions, representations, commitments, and all other communications between the parties. Where terms and conditions specified in the State's documents or the Contractor's response differ from those specifically stated in this contract, the terms and conditions of this contract shall apply.

24. MODIFICATION

This contract may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

25. SPECIFICATIONS AND SERVICE REQUIREMENTS

- a. The attached project description, map, exhibits, and attachments are a part of this contract.
- b. The contract work must be completed by or under the direction of a licensed land surveyor in the state of Idaho.
- c. The state of Idaho will furnish the following items:
 - (1) Aluminum or brass-capped pipe monuments.
 - (2) Section corner location posters.
 - (3) Bearing tree signs.
 - (4) Aerial photographs.

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- (5) Metal posts, and/or metal 3/8" rebar pins (as specified in the project description).
- (6) State boundary line tags, or self adhesive decals (as specified in the project description).
- (7) A designated number of man-days of guide service as per the project description.
- (8) Maps and corner evidence information that may be available at the Supervisory Area office.
- (9) Paint ("Areo-spot" or equivalent), unless stated otherwise in the project description.
- (10) Plastic caps for 3/8" rebar (if required as part of the project description).

The Contractor will be responsible for picking up the above supplies at the appropriate Supervisory Area/Forest Protection District office.

- d. All unused materials supplied by the State will be returned to the State prior to final payment. Monuments, posts, and aerial photographs will be accounted for individually, and the price of those not accounted for will be deducted from the final payment on a State-cost basis.
- e. The Contractor will furnish all labor, equipment, instruments, tools, supervision, transportation, material, and incidentals not furnished by the State necessary to satisfactorily complete this contract. Upon completion of each project, the following items which pertain to the survey will be furnished to the State:

- (1) One photocopy of all field survey notes (upon request).
- (2) One copy of the survey control diagram and computations (upon request).
- (3) Diazo or paper print copies for review of the "Record of Survey" plat prior to filing (number of copies specified on Schedule A).
- (4) Two photographic duplicate mylar copies of the "Record of Survey" plat with recordation data.
 - a. If the Contractor uses a CAD system to produce the plat, Contractor shall supply to the State a drawing exchange file with a .dxf extension label in addition to the hard copy survey plat. The electronic file should be labeled with the township, range, and section of the origin of the survey.
- (5) One paper copy for review of the State of Idaho Corner Perpetuation & Filing form (CP&F) prior to filing.
- (6) One completed reproducible copy of each state recordation form (CP&F) with recordation data.
- (7) "Survey Report" (upon request).
- (8) A copy of the receipts for filing CP&F forms and record of survey.

26. CONTRACTOR RESPONSIBILITIES

- a. The Contractor shall be responsible for conducting the survey to meet the precision of accuracy required by Idaho Code. The Contractor will also be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, field work, and other services furnished under this contract. The Contractor shall, without additional compensation, timely correct or revise any errors or deficiencies in his designs, drawings, specifications, field work, and other services.
 - (1) Neither the State's review, approval or acceptance of, nor payment for, any of the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this contract.
 - (2) The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law.

27. PAYMENT AND CONTRACT PERFORMANCE

- a. Payment(s) shall be made as per the project description(s).
- b. On projects with multiple payment units, payment for each unit will be as per the project description at the per item bid amount indicated in Schedule A less ten percent (10%) holdback. This holdback will be paid when all records and reports have been completed and all contract requirements, including any modifications, have been met.
- c. The Contract Supervisor will inspect the contract work to determine if all contract requirements are satisfied. The Contractor will be notified of any unsatisfactory work.
- d. If work on a payment item, or any part thereof, fails to meet contract specifications, payment will be withheld until contract specifications are met.
- e. The State may terminate this contract, in whole or in part, by written notice in any one of the following circumstances:
 - (1) Failure of the Contractor to perform any of the provisions of this contract.
 - (2) Failure of the Contractor to correct unsatisfactory performance of work within thirty (30) days after it has been brought to his attention.
 - (3) Failure of the Contractor to make satisfactory progress in order to be able to complete the work within the contract period.
- f. Any provisions for additional surveying work will be made in the project description(s).

28. GENERAL ADMINISTRATION

- a. Before starting work, the Contractor shall contact the appropriate supervisory area, Idaho Department of Lands, to discuss with the Contract Supervisor the contract terms and work performance requirements.
- b. The Contractor will notify the Contract Supervisor when the posting and marking of lines and the setting of associated corners has started on each unit. He will also notify the Contract Supervisor when the field work has been completed on each unit.
- c. The Contract Supervisor will administer the contract as required in all specifications.
- d. Disputes between the Contract Supervisor and the Contractor will be resolved by the State.

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- e. The Contract Supervisor has the following authority in addition to that delegated to him in other portions of this contract.
 - (1) Decide questions of fact arising in regard to work performance.
 - (2) Make recommendations for payment.
- f. Waste material from project operations such as paint cans, pop cans, and other matter foreign to the natural woodland environment, shall be removed from the premises and disposed of properly at the end of each day's operation.
- g. The Contractor is expected to make a reasonable effort to complete this project within the contract period.

29. FIRE PROTECTION

- a. The Contractor will comply with all State fire laws and with all rules and regulations of the State Board of Land Commissioners pertaining to forest and watershed protection.
- b. The Contractor shall not be liable for fire fighting costs for fires spreading through the contract area, provided such fires are not a result of the Contractor's operation or employees' actions. In the event that such fires are a result of the Contractor's or employees' willful or negligent actions, then fire costs and damages shall be the liability of the Contractor.

30. CONTRACT PERIOD

This contract will become effective once signed by all parties. Approximate starting and completion dates are listed in the attached project description(s).

The contract will terminate upon completion and inspection of all contracted projects unless terminated earlier by the State under any of the provisions of Division A, paragraph 19.a (1)-(4).

31. INSPECTIONS AND PAYMENT

Inspection reports will be furnished to the Contractor by the Contract Supervisor so that any deficiencies may be corrected as contract work progresses

Payment schedules are specified in each attached project description. Payment to be made at the rate(s) set forth in Schedule A attached hereto.

32. CONTRACT ADMINISTRATION

- a. The Contract Supervisor will administer the contract as required in all specifications.
- b. Disputes between the Contract Supervisor and the Contractor will be resolved by the State.
- c. The Contract Supervisor has the following authority in addition to that delegated in other portions of the contract:
 - (1) Decide questions of fact arising in regard to quality and acceptability of equipment to be used, materials furnished, and all work performed.
 - (2) Make recommendations for payment.

DIVISION B - TECHNICAL SPECIFICATIONS

1. **DESCRIPTION**

See attached project description(s).

2. **REMONUMENTATION SURVEYS**

All remonumentation of corners shall be performed in accordance with Idaho state statutes and with the rules for the survey of public lands. The rules are set forth in the manual.

3. **DEPENDANT SURVEYS**

All surveys and resurveys necessary to define State boundaries and monumenting of corners shall be performed in accordance with Idaho state statutes and with the rules for the survey of public lands. The rules are set forth in the manual.

4. **SURVEY METHODS**

- a. The Contractor shall select the methods and instruments to be used in the executing of the survey. It shall be the Contractor's responsibility to determine that the methods and instruments used are capable of attaining the required precision and accuracy specified by Idaho Code.
- b. One hundred percent (100%) of the work will be under the supervision of a registered, professional land surveyor. Supervision means the registered, professional land surveyor will be responsible for all project work.
- c. A traverse of the tract boundary should follow the true lines between corners. However, random lines will be permitted provided all angle points are marked in such a manner to permit retracement of the lines.

In running random lines and/or traverses preparatory to establishing corner locations, clearing of brush will be held to a minimum. Clearing with power saws is permissible, but in no case shall trees over six inches (6") diameter breast height be cut. Random lines shall be run on State lands whenever feasible.

If the Contractor fells or damages merchantable tree(s) with a DBH of six inches (6") or larger, the Contractor may be held liable for the full market value of said tree(s).

- d. Each corner position established must be part of a closed traverse or Global Positioning System network. The true line will be part of a closed traverse.

5. **GEODETIC AND DIGITAL REQUIREMENTS**

Recover and/or establish geodetic survey control sufficient to meet the requirements of this scope of work:

- a. All survey positions shall be referenced to the National Spatial Reference System (NSRS), maintained by the National Geodetic Survey (NGS). The coordinates of a minimum of two monuments shall be reported in both geographic coordinates and the "Idaho State Plane Coordinate System" and comply with Idaho Code Title 55-Chapter 17.
- b. The datum shall be NAD83 and the appropriate epoch and/or date of adjustment, provided by the NGS for the NSRS control stations or Continuously Operating Reference Stations (CORS) used.
- c. The unit of measurement shall be the U.S. Survey Foot.
- d. The basis of bearing for all surveys must be astronomic from celestial observations and/or geodetic azimuths derived from Global Positioning System (GPS) receivers.

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All positioning determined by GPS methods shall meet or exceed the accuracy standards and specifications of the Federal Geographic Control Committee (FGCC) "Standards and Specifications for Geodetic Control Networks" for Third Order, Class I surveys or as directed by the Contract Supervisor.

- a. Geodetic control coordinates should be obtained for a minimum of two Public Land Survey System (PLSS) monuments per project. The corner ties should be made to NGS control stations or CORS. They will be used as the coordinate basis for the survey.
- b. The preferred method is to establish ties from PLSS corners to the NSRS directly using Online Positioning User Service (OPUS) or OPUS-RS solutions, obtaining coordinate positions from CORS. Geodetic information should be observed on monumented corner positions only.
- c. Should it be impossible to occupy and observe GPS on PLSS monuments, set a minimum of two geodetic control monuments using standard IDL aluminum monuments or the equivalent. They shall be marked with a Triangle, the contract name, and a consecutive number; e.g. Center Smith 1, Center Smith 2, etc. Use NGS OPUS to directly observe geodetic ties to the NSRS. They shall be used as the coordinate basis for the survey and positioning PLSS monuments.
- d. Each geodetic control monument set, will also require a metal attention post and a location tag, but no corner recordation is necessary.

A point table of all surveyed monuments listing Idaho State Plane coordinates shall be included on the Record of Survey. Information shown shall include: Point number or name, ISP Northing, ISP Easting, Description, and Instrument Number. **For the two monuments tied directly to the NSRS the Latitude, Longitude and Orthometric Height shall be also included.**

The table shall be clearly labeled with the datum, geoid model, and State Plane Coordinate Zone e.g., horizontal datum NAD 83, vertical datum NAVD 88, Geoid 99, Idaho State Plane West Zone.

In addition to the required paper/mylar documentation, the following digital information shall be delivered to the Contract Supervisor.

- a. A digital listing of the above point table in comma delineated ASCII format. Data arrangement shall be: Point number, ISP Northing, ISP Easting, Description, and Instrument Number.
- b. A digital copy of the Record of Survey map in DGN or DWG format.
- c. Digital copies of all filed "Corner Record" forms in PDF format.
- d. Digital copies of each "NGS OPUS Solution Report" in PDF format.

6. **RESEARCH AND CORNER SEARCH EVALUATION**

- a. The Contractor will undertake a search for, verify the evidence of the monument and its accessories, and record all the pertinent information relating to corners and monuments affecting the legal boundary survey of the designated area.
- b. The State will furnish to the Contractor all corner search and evaluation record information that it possesses relative to the survey. However, any information given the Contractor by the State shall be construed as being for informational purposes only and that the sole responsibility for its accuracy and/or verification rests with the Contractor.

7. **MONUMENTATION AND CORNER ACCESSORIES**

General: The following specifications and instructions apply to any corner monument set or maintained under this contract.

- a. Monuments: The Contractor shall use only monuments supplied by the State, will be held accountable for all monuments supplied, and will be charged for any and all monuments mismarked, damaged, or otherwise unaccounted for during the contract period.
- b. Setting Monuments:
 - (1) Monuments shall be set deep in holes dug for that purpose. The monument shall project no more than four (4) to six (6) inches above the ground unless prevented by bedrock or sheet rock (in which instance Section 4-12 of the manual shall apply).
 - (2) If at all practical, rock shall be packed in the hole around the corner monument along with dirt to help hold the monument firmly in place. A protective mound of rock shall be built around the monument above the ground. If rock is not available within 100 feet of the corner, this paragraph can be ignored.
 - (3) In remonumentation of existing corners, if an old monument is being replaced with a new one (such as substituting an aluminum pipe corner monument for an old marked stone) the stone should be placed in the hole alongside the aluminum pipe corner monument that replaces it. The stone shall be inverted and set below ground level to avoid any uncertainty as to whether the new corner post or the old rock monument now marks the true corner point location.
 - (4) Where the corner point falls on surface rock preventing excavation, Section 4-12 of the manual shall apply.
 - (5) Where the corner point falls exactly at the position occupied by a tree, Section 4-13 of the manual shall apply.
 - (6) Where the corner falls in an existing road, the monument shall be buried to a depth so that the attached cap is at least twelve inches (12") below the surrounding road surface. At least two (2) reference monuments or bearing trees shall be established to such buried corners in the manner outlined in Section 4-16 of the manual.
 - (7) Accessories to all corners monumented under this survey shall conform to the standards set forth in Sections 4-83 through 4-96, inclusive, of the manual unless modified in the following paragraphs.
- c. Marks on the Monument: The cap will be stamped with standard markings of township, range, section identification, corner designation, year set, and the license number of the licensed surveyor.
 - (1) Stampings will be made in capital letters and Arabic figures using steel dies, 1/8, 3/16, or 1/4 inch height. Exhibit "A" indicates how corner monuments will be marked.
 - (2) Scribe lines on corner monuments will be oriented to coincide with the true bearings of the lines within plus or minus three degrees ($\pm 3^0$).
- d. Corner Posting: At each corner monumented or maintained, the Contractor will mark and post the corner location as follows:
 - (1) Clear brush, small trees, and debris from around the corner monument. Proper care shall be exercised to avoid destroying original corner or corner accessory evidence

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during this operation.

- (2) Attach "Bearing Tree" signs to all identifiable bearing trees, both old (original) and new (result of this contract).
 - (3) Drive a metal post into the ground within two feet (2') of the corner.
 - (4) Secure a "Section Location Poster" tag onto the metal post.
- e. Corner Accessories (Bearing Trees and/or Bearing Objects):

Sections 4-83 through 4-114 of the manual shall be the basic authority for selection and marking of corner accessories (bearing trees and/or bearing objects), unless modified in the following paragraphs.

- (1) Number: All corners established, remonumented, or maintained shall require the following number of living bearing trees (B.T.'s) or other acceptable accessories:
 - a. Regular section corners - four (4), one in each quadrant.
 - b. Quarter section, subdivision (i.e., 1/16, 1/64, etc.), closing and meandor corners - two (2), one on each adjoiner.
- (2) Vigor: Hardy, long-lived trees with a minimum diameter at breast height (DBH) of six inches (6") will be used whenever possible, if within three (3) chains (198 feet). Healthy, twelve-inch (12") to sixteen-inch (16") diameter at breast height (DBH) trees are preferred. If such trees are not available, reference monuments or bearing objects will be selected and marked. Hardy, long-lived trees are further described as:
 - a. Forty percent (40%) of total height in live crown and are young in appearance;
 - b. No extensive insect or disease activity evident;
 - c. No large breaks in bark or broken tops;
 - d. Short life trees such as birch, aspen, maple, and alder should not be used if other species are available.
- (3) Clearing: All limbs, brush, and debris between the corner and each accessory shall be cleared so as to provide an unobstructed view from the corner to the accessory to the corner.
- (4) Blazing: Each tree selected as a bearing tree will have two (2) blazes. Blazes shall face the corner location and each blaze shall be axed into the trunk so that the cambium layer is removed and the wood is flattened.
 - a. Lower blaze, approximately five inches (5") wide, eighteen inches (18") long, placed as close to the ground as possible, scribed as shown on Exhibit "A" relating to the specified corner.
 - b. Upper blaze, approximately five inches (5") square and approximately four and one-half feet (4 1/2') above the ground level.
 - c. Bearing tree sign will be placed above the upper blaze with aluminum nails leaving the nails projecting 1/2 inch to 3/4 inch from the bark surface to allow for tree growth.

- (5) Painting: A six-inch (6") band will be painted around the tree within six inches (6") of the B.T. sign. Rough-barked trees will be smoothed before painting. Both the upper and lower blazes will be painted. All painting is to be completed before the B.T. sign is attached to the tree.
- (6) Field Notes and Corner Records: All corner accessories shall be accurately described and recorded in the field notes as follows:
 - a. All bearing trees will be measured to the nearest inch at diameter breast height (DBH).
 - b. True bearing from the corner to the center of the accessory to the nearest one degree (1^0).
 - c. Horizontal distance from the corner to the center of the accessory to the nearest one-tenth of a foot ($1/10'$). Bearing tree centers relative to the corner should be marked with a nail to allow precise relocation of the monument should it be disturbed.
- (7) In the event a bearing tree must be opened for investigation, a new bearing tree must be marked. A minimum number of old B.T.s will be opened at any corner.
- (8) New bearing trees will be established to replace any missing or deteriorated bearing trees as directed by Contract Supervisor.

8. MARKING AND POSTING LINES

The Contractor will clear, mark and post all property boundary line segments as shown on Exhibit "B" of the Contract. All lines shall be established from true line or radial traverses, and must be straight lines connecting two monumented corners.

- a. Clearing: Will consist of clearing away brush, small trees, and debris to allow visibility along the line. Clearing width will be kept to a minimum but not less than a three-foot (3') wide corridor. Tree limbs, small trees (DBH less than 6 inches), brush, and debris that blocks the immediate view from point to point (blazes and/or metal posts), along the line necessary to determine the direction of the line will be removed. This material will be cut within one foot (1') of the ground level, bucked, limbed, and removed off line and scattered on the State side of the line.

On cooperative surveys, material to be removed off line and scattered can be deposited on either side of the line.

Where fencing is present, no felled material shall be left on the fence. The Contractor will be held responsible for any damage occurring to fences as a result of work performed under this contract.

- b. Marking: The Contractor will blaze intervisible trees along the boundary line. Blazes shall be made into trees at breast height, removing a vertical strip of bark and a very thin layer of the underlying live wood tissue (cambium). These strips shall be between two inches (2") to four inches (4") wide and six inches (6") to eight inches (8") long. The top and bottom ends shall be smoothed out. All blazes will be painted thoroughly, covering all exposed wood and one inch (1") of the surrounding bark, with a heavy base tree marking paint. The color of paint to be used is specified in the attached project description(s).
- c. Posting: The lines will be marked with metal posts and/or metal rebar with plastic survey caps at set intervals as specified in the attached project description(s). All posts/rebar driven into the ground must be within one foot (1') of the true boundary line.

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d. Signs/Decals:

- (1) "Boundary State Land" signs and/or self-adhesive decals will be secured onto set metal posts and/or line trees as specified in the attached project description(s).
- (2) "Section Location Poster" signs will be placed at all road crossings. The distance and azimuth to the nearest corner will be marked on all posters. Posters will be placed on the backside of trees away from the road. An "X", with each leg being a minimum of one inch (1") in width, shall be blazed on the road side and painted, or as otherwise described in the attached project description. The cambium layer of the tree shall be removed from the blaze prior to painting. If an acceptable tree is not located within five feet (5') of the true line, a metal post will be located on line and a poster attached to the backside of the post.

9. RECORDS AND REPORTS

The Contractor shall, as a requirement of the survey, prepare and/or file the following records and reports in accordance with State instructions.

- a. Field notes shall be recorded in writing, in a standard waterproof field book, or by electronic data collectors. Either method shall provide a complete and legible record of all field work.
 - (1) All field notes shall be available for inspection by the State upon request of the Contract Supervisor.
 - (2) The rough field notes will be maintained in their original state and free from erasures. The notes shall be neatly recorded in bound field notebooks, or, if in loose-leaf form, will be securely bound between stiff covers to form a book.
 - (3) The original field book or books, which shall remain the property of the Contractor, shall have the contract number and name printed in ink on the cover of each book which shall be sequentially numbered; i.e., Book 1 of 1, 1 of 2, 1 of 3, etc.
 - (4) At the beginning of each working day, the book shall show the names and duties of field party, date, prevailing weather conditions including approximate temperature, and the location of the work to be performed in relation to the overall project; i.e., "running westerly along section line between Section 2 and 11."
 - (5) Notes must be recorded in such a fashion as to allow another technically qualified person to retrace the identical survey without consultation with the Contractor.
 - (6) The books shall contain all survey notes relating to the recovery and verification of original corner marks and accessories, as well as information (bearing, distances, and descriptions) of any monument of evidence indicating a previous survey, whether recorded or not; the establishment of new monuments and accessories; and marking points on property line. The notes must include all data relating to the method of determining bearing, angular and distance measurements; method of determining slope and offset measurements; and any other data which may have bearing on analysis of the survey.
 - (7) Sketches shall be shown in the field notebook for ties between corner monuments and accessories, ties to buildings, or other man-made improvements within 100 feet of true line and whenever needed to clarify the notes and procedures used.
 - (8) Books will contain a page index in the front of the book showing a brief description of work and will also contain a small scale summary sketch showing the lines run.

- (9) Certification of field notes. Immediately following the last page used in the notebook, a proper statement of certification is to be made as to the work which is contained in the numbered pages of the book.
- (10) If the Contractor uses an electronic data collector, the following shall be furnished to the State:
 - a. A paper print of the original field measurements (including erroneous data) prior to any editing, manipulation, or adjustment.
 - b. A paper print of the data formatted in a manner that will permit the Contract Supervisor to relate the data to the control diagram, field books, and any computations performed with the data.
- b. Survey Plat - The Contractor will prepare and have filed in the official records of the county or counties in which the survey is located, a "Record of Survey" plat of the boundary survey. The "Record of Survey" will be prepared in accordance with the Code of the State of Idaho (I.C. 50-1304). In addition to these requirements, the plat will show:
 - (1) The true surveyed bearing and distance for each line surveyed, as well as the original distance and bearings between adjacent corners as taken from the official GLO record. The date of the official GLO survey shall also be included on the plat.
 - (2) The drafting shall be done with drafting instruments or AutoCad plotter. The plat shall contain the drawing, including the legend, legal description, title, North arrow, scale, bearings, distance, the date, and the surveyor's certification with his official seal and signature.
 - (3) Basis of bearing, instruments, and methods will be stated on the plat.
- c. Idaho Corner Perpetuation and Filing Requirements - A surveyor shall complete, sign, and file with the county clerk and recorder of the county where the corner is situated, a State of Idaho Corner Perpetuation & Filing Act form for the establishment or restoration of each corner. Such a filing shall be made for every survey corner and accessory to such corner which is established, reestablished, monumented, remonumented, restored, rehabilitated, perpetuated, or used as control in any survey. The survey information shall be filed within ninety (90) days after the survey is completed, unless the corner and its accessories are substantially as described in an existing corner record filed in accordance with the provisions of this act.
- d. "Survey Report" - The Contractor shall, upon request, provide a comprehensive narrative of pertinent data relating to the survey. This includes, but is not limited to, the following:
 - (1) Method, procedure, and equipment used.
 - (2) Conflicts and encroachments.
 - (3) Landowner contacts and affidavits.
 - (4) Dates of surveys.
 - (5) Prior survey history and disposition.
 - (6) Description of basis of bearings.
 - (7) Key personnel and function.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this contract to be executed effective this
_____ day of _____ 20____, in Boise, Idaho.

IDAHO DEPARTMENT OF LANDS

CONTRACTOR

By _____

By _____

Date _____

Date _____

Contractor's Social Security
or Employer Number

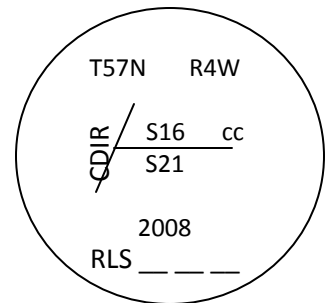
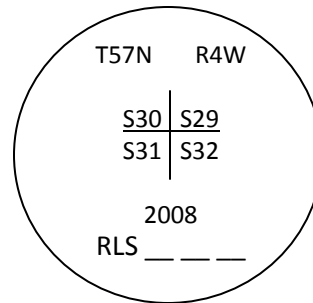
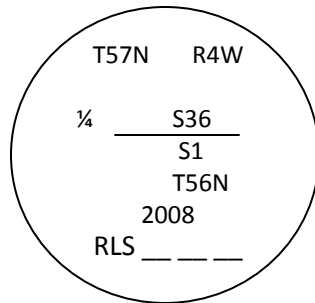
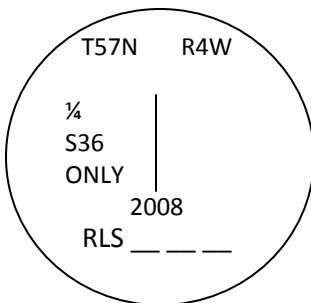
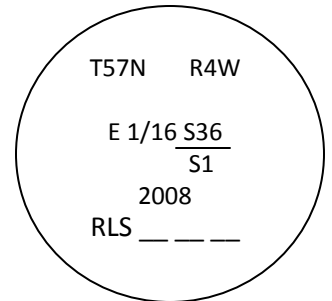
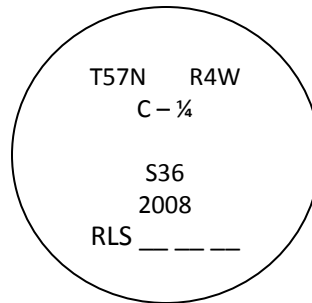
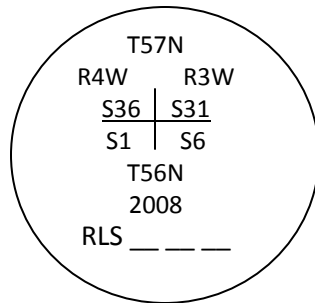
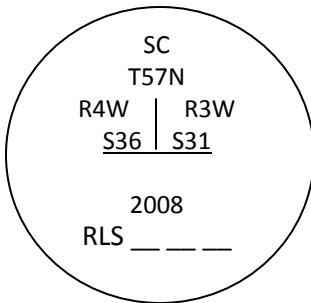
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Contractor's Phone/Contact No.

_____ email if available

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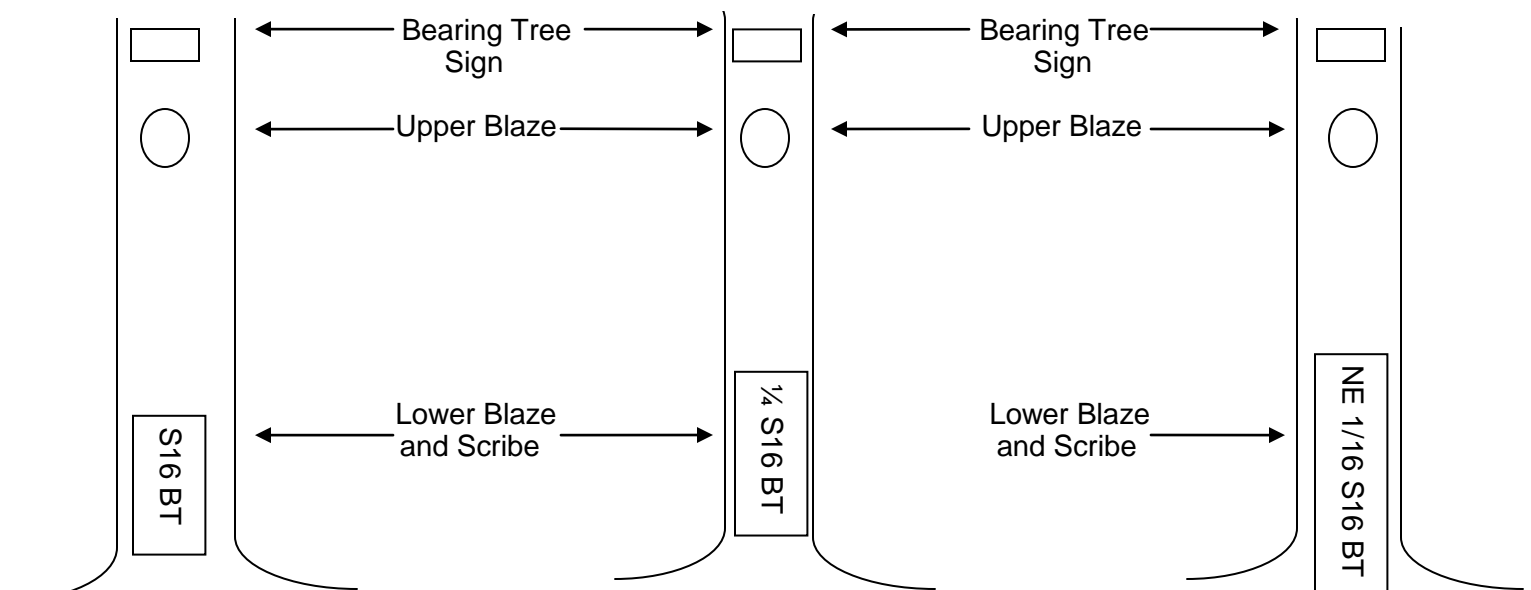
EXAMPLES OF CORNER MONUMENT AND BEARING TREE MARKINGS



Section Corner

One Quarter
 Section Corner

Sub divisional
 Corner



EXAMPLES OF REQUIREMENTS IN MAKING BLAZES

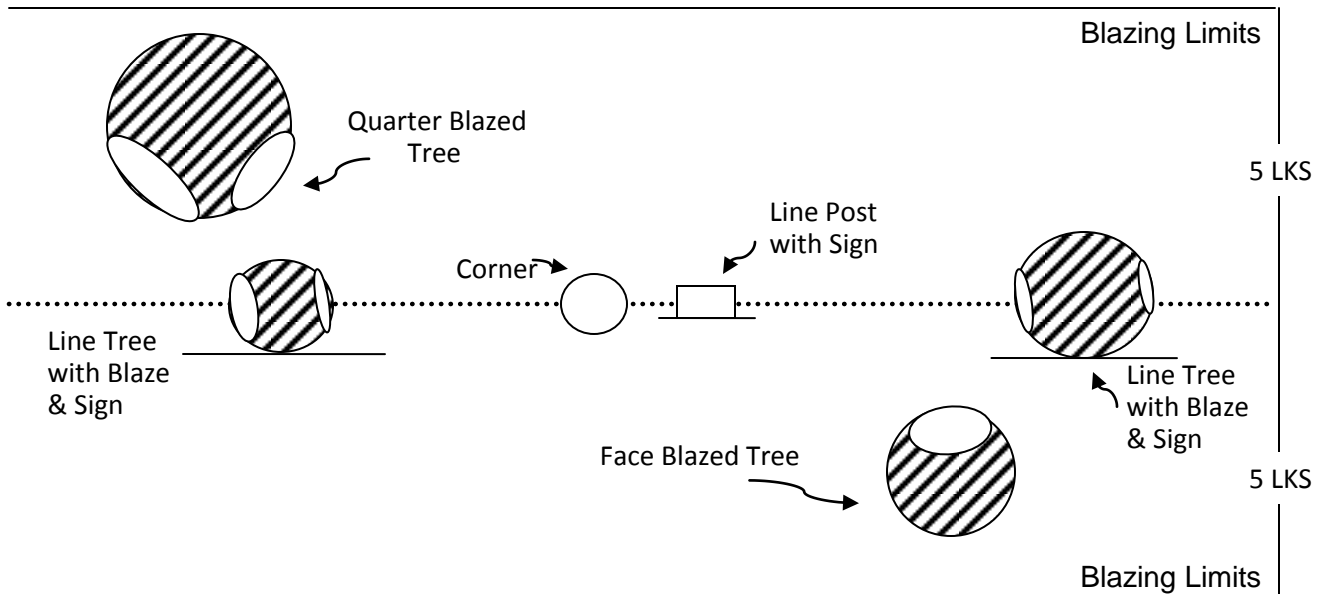
Face or side blazes will be used as follows:

- a. Trees on Property Line. Face blazes on opposite sides, along-the direction of the line, so that the marks face a person proceeding along the line in either direction.
- b. Trees on State Side of Property Line. Side (Face) blazes on trees less than or equal to sixteen inches (16") DBH, and quarter blazes on trees greater than sixteen inches (16") DBH (suitable trees adjoining, or nearest to, the line and not to exceed five links off line).
- c. Trees on Opposite Side of Property Line from State. Side (Face) blazes are to be used only, and on suitable trees adjoining or nearest to the line not to exceed five links off line. If practical, or deemed necessary, permission should be obtained from the owner(s) before trees on private lands are blazed.

There will be instances when it is obvious that clearing or marking is not to be done on private land. For example, on property of persons known to be hostile to the State, along property lines of resorts, summer homes, etc.

MARKING AND POSTING THE BOUNDARY LINE

STATE LAND



ADJOINING LAND

**LAND SURVEY CONTRACT
CONTRACT NO. 09-221-210075
PROJECT DESCRIPTION**

PROJECT NAME: South Dodge Survey

PROJECT NUMBER: 21-075-400-09

SUPERVISORY AREA: Kootenai Valley Supervisory Area

LOCATION AND LEGAL DESCRIPTION:

This project is located approximately five (5) miles northeast of Elmira, Idaho in Boundary County. This survey searches for evidence or accessories of section and quarter corners in section 18, re-monuments section and quarter corners in section 20 and subdivides the southeast quarter of section 20. The survey will also include establishing and posting ownership lines all which lie within Township 60 North, Range 1 West, Boise Meridian.

See the attached project map showing the lines and corners to be monumented and the land ownership pattern.

PROJECT REQUIREMENTS:

Under this land survey contract, the Contractor will be required to:

1. Establish a control survey (primary and secondary).
2. Restoration of three (3) GLO corners. These being the NW corner, N-1/4 and the W-1/4 of section 20.
3. Establish and monument three (3) subdivision corners. These being the CE-1/16, SE 1/16 and the CS 1/16 of section 20.
4. Search for evidence or accessories of 3 GLO corners. These being the W-1/4, SW corner and the S-1/4 of section 18.
5. Survey, mark, post and clear approximately two and a half (2.5) miles of property line. Clearing width should be three (3) feet wide; enough to allow easy walking.

CONTRACT PERIOD:

Contract work may commence once the contractor has received a signed copy of the contract and has had a pre-work conference with the contract supervisor. All field work will be completed by **October 15, 2009**. This contract will terminate on **November 15, 2009**.

PROJECT CONDITIONS:

The lack of roads and steep terrain will make access to the project area difficult. The project area lies within the Dodge Creek drainage with the elevations varying from 4,120 feet to 2,640 feet.

PAYMENT:

Payments will be made according to rates set forth in Schedule A of this contract and will be released in three (3) units, one for each section (18 and 20) and one for the subdivision, with a 10% holdback from each, and a final payment releasing the 10% holdbacks. Payments will be made upon completion of all field work in a given section and delivery of the control diagram, coordinate list, copy of field notes, and draft copies of all corner records for that section.

The final payment will be made upon completion of all required revisions and delivery of the record of survey with recordation data and all corner records with recordation data.

The payments are described as follows:

1. Unit 1 payment = (total project amount ÷ 2) – 10% hold back
2. Unit 2 payment = (total project amount ÷ 2) – 10% hold back
3. Final payment = holdback amounts for units 1 and 2.

SPECIAL TERMS:

1. GUIDE SERVICE: Up to two (2) man days (16 hours including travel time) will be provided by the State at prearranged times agreed upon by both the State and the Contractor.
2. EXISTING LINES OR ENCROACHMENT: If an existing line is present and found to be in error, it shall be described in the field notes. The Contractor shall report the approximate location, length, width, acreage, and descriptive information regarding the erroneous line in the next communication to the State. Buildings, fencing, or other improvements found to be encroaching State land shall be shown on the Record of Survey.
3. PHOTOS: The Contractor will be furnished with a set of aerial photos which cover the project area.
4. MARKING AND POSTING: Survey lines designated in the project map for marking and posting shall be delineated with red paint and signs provided by the State to be set at no more than 66 foot intervals. Metal line posts marking the property line(s) shall only be installed in those areas which do not have line trees available for blazing and posting boundary signs.
5. PAINTING: Section lines, bearing trees, and bearing objects will be painted with red paint as per the Idaho Department of Lands Master Survey Contract. The paint will be provided by the State.

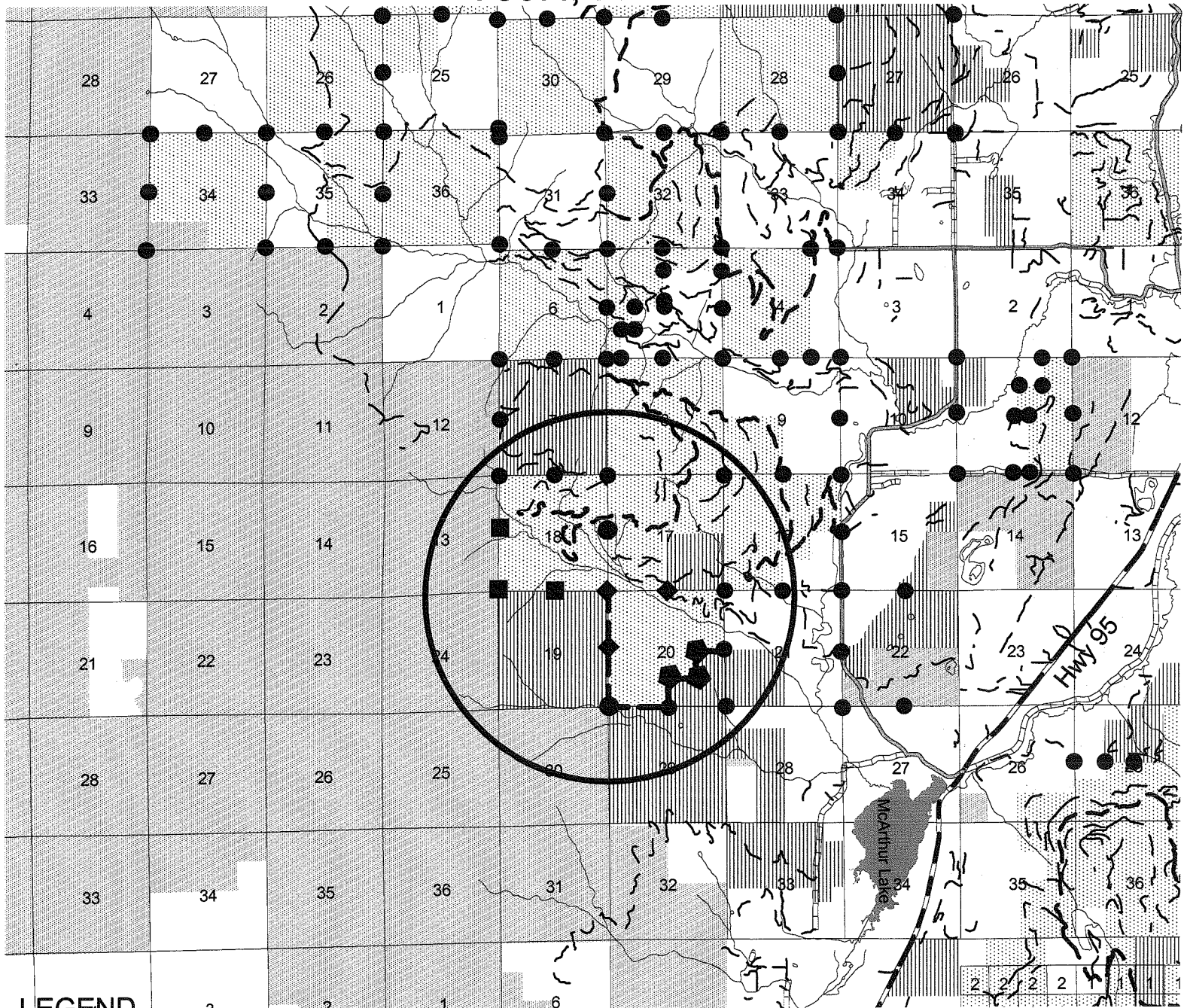
Any additional work requested by the State will be at the prices listed. A contract modification must be signed by both parties before any additional work commences.

INFORMATION:

Further information is available by contacting the following:

Nancy Berghorst, Lands Resource Specialist
Idaho Department of Lands
Kootenai Valley Forest Protective District
6327 Main Street, Bonners Ferry, ID 83805

South Dodge Survey Vicinity Map Project No. 21-075-400-09 Contract No. 09-221-210075 T60N, R1W



LEGEND

Monumented GLO

Corner to be established

GLO to be restored

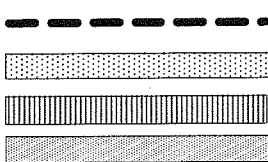
GLO to be researched

Line to be posted and marked

State Ownership

Forest Capital Ownership

U.S.F.S Ownership

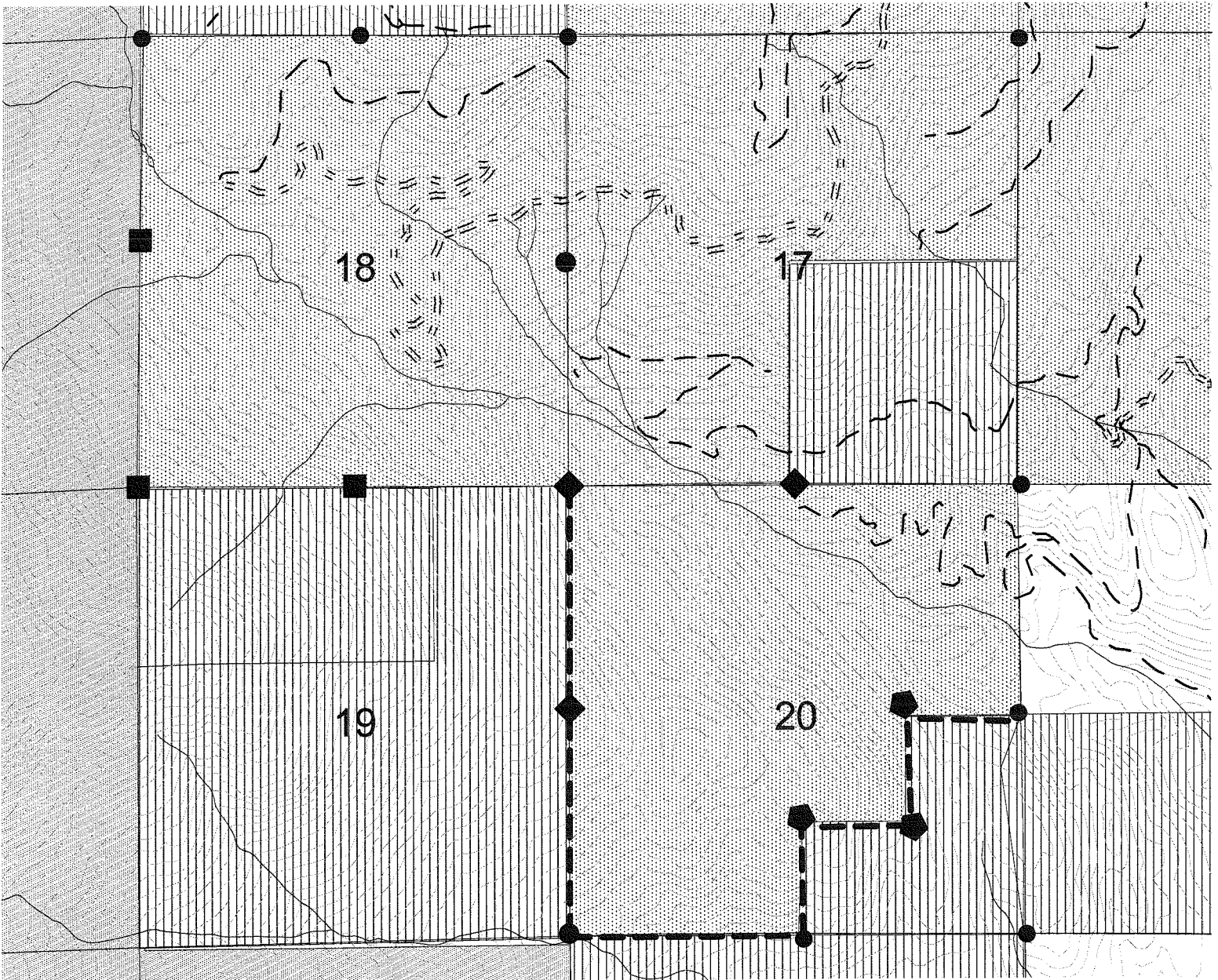


0 0.3 0.6 Miles



N.B./09

T60N, R1W



LEGEND

Monumented GLO

Corner to be established

GLO to be restored

GLO to be researched

Line to be posted and marked

Spur Road

Stream

State Ownership

Forest Capital Ownership

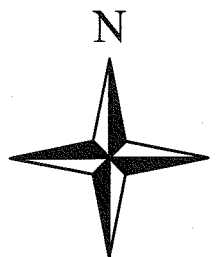
U.S.F.S. Ownership



0

0.5

1 Miles



N.B./09